



COTTONWOOD HEIGHTS CITY COUNCIL AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Business Meeting beginning at **7:00 p.m. on Tuesday, September 10, 2013**, at Cottonwood Heights City Council Chamber located at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah.

7:00 p.m. 1.0 WELCOME/PLEDGE/ACKNOWLEDGEMENTS

2.0 CITIZEN COMMENTS

(Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder by noon the day prior to the meeting to be included in the minutes.)

3.0 PRESENTATIONS

Salt Lake County Health Department Community Health Assessment – Jim Thuet, Management Analyst and Kathy Garrett, Program Manager

(The SLCO Health Department will present findings of a comprehensive Community Health Assessment and provide updates on changes in the law on smokeless tobacco and smoke shops)

4.0 REPORTS/PROCLAMATIONS/RECOGNITIONS

4.1 Standing Monthly Reports

a. August Police Report – Sheila Jennings

(Review of the Police Department statistics for the month of August)

b. Public Works Report – Public Works Director Mike Allen

(Presentation of the monthly public works report detailing the status of various public works and capital projects throughout the City)

5.0 ACTION ITEMS

5.1 Consideration of Resolution No. 2013-39 Consenting to Appointments to the Historic Committee

(Carol Woodside will be appointed to the Cottonwood Heights Historic Committee)

5.2 Consideration of Resolution No. 2013-40 Approving an Interlocal Agreement with Midvale City for 1300 East and Union Park Traffic Improvements

(Approving a contract with Midvale City to share costs for the 1300 East and Union Park traffic improvements)

**6.0 ADJOURN BUSINESS MEETING AND RECONVENE
WORK SESSION IN ROOM 250**

PUBLIC COMMENT PROCEDURE

At each City Council Business Meeting any person wishing to comment on any item not otherwise on the agenda for public comment may address the City Council during the Public Comment period. Any person wishing to comment during the citizen comment period shall request recognition by the Mayor and upon recognition, approach the microphone and state their name and address the body. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.

The Council may choose to limit the amount of time allotted to public comment on a specific issue. In such cases, special procedures for determining who will be allowed to speak and the order of such speakers will be determined by the Council.

On Monday, September 9, 2013, at 5:00 p.m. a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Cottonwood Heights City Offices, Cottonwood Heights, Utah. A copy of this notice was faxed to the Salt Lake Tribune and Deseret News, newspapers of general circulation in the City by the Office of the City Recorder. The Agenda was also posted on the City's website at www.ch.utah.gov and the State Public Meeting Notice website at <http://pmn.utah.gov>

DATED THIS 9th DAY OF SEPTEMBER 2013

Kory Solorio, City Recorder

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Councilmember will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify Kory Solorio, City Recorder, at (801) 944-7020 at least 24 hours prior to the meeting. TDD number is (801)270-2425 or call Relay Utah at #711. If you would like to submit written comments on any agenda item they should be received by the City Recorder no later than Tuesday at noon. Comments can be emailed to ksolorio@ch.utah.gov



NOTICE OF COTTONWOOD HEIGHTS CITY COUNCIL WORK SESSION AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Work Session at **6:00 p.m. on Tuesday, August 13, 2013**, in the Cottonwood Heights City Council Conference Room located at 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, Utah

- 6:00 p.m.**
1. **Canyons School District Board Update – Nancy Tingey (20:00)**
(Nancy Tingey, Canyons School District Board Member, will update the Council on current activities at the Canyons School District)
 2. **Review of Business Meeting Agenda (5:00)**
 3. **Public Relations Report (10:00)**
 - a. Media Coverage
(Public Relations Specialist, Stephanie Archibald, will provide a report on media coverage of city events)
 - b. Valley Journal
(A review of the upcoming articles for future editions)
 4. **Public Works Report (30:00)**
 - a. Union Park Improvement Project
(Public Works Director Mike Allen will review the construction schedule and scope of the project with the Council)
 - b. Traffic Calming
(City Engineer Brad Gilson will discuss with the Council requests for traffic calming on Greenfield Way and 6630 South)
 - c. Storm Drain Issues
(Public Works Director Mike Allen will report on storm drain issues at Hillside Tire)
 - d. Milne Lane Residents Meeting
(Public Works Director Mike Allen will report on a meeting held with Milne Lane residents regarding changes on Union Park Ave.)
 5. **Planning Report (20:00)**
 - a. Business Development
(Staff will provide the Council with updates regarding Business Development)
 - b. Board of Adjustment and Planning Commission Meetings
(Staff will update the Council on the recent BOA and PC meetings)
 - c. BYU/Fort Union Study
(The City has been contacted to work with the University studying the corridor. Staff will review with the Council names that have been submitted for a focus group)
 6. **Public Safety Report (30:00)**
 - a. Unified Fire Authority
(Report from Assistant Chief Mike Watson on events of the week)

- b. Police Department
(Report from Chief Russo on noteworthy events of the week)
 - 1. Surplus Items
(Chief Russo will discuss possible surplus items from the Police Department)
 - 2. Awards Banquet
(Chief Russo will give a recap of the Annual Police Awards Banquet)
- 7. **City Manager/Deputy City Manager Report (20:00)**
 - a. Update on Public Works RFP
(City Manager, John Park, will provide an update on progress evaluating the Public Works RFP revised submissions)
 - b. Exotic Pet Ordinance Process
(City Manager, John Park, will review the next steps for finalizing a revised exotic pets ordinance)
- 8. **Mayor/City Council Reports (45:00)**
 - a. Long Range Planning Meeting – Councilman Peterson
(Councilman Peterson will report on the monthly coalition for solutions to homeless housing)
 - b. South Salt Lake Valley Mosquito Abatement Meeting – Councilman Tyler
(Councilman Tyler will report on the recent South Salt Lake Valley Mosquito Abatement meeting)
 - c. Wasatch Summit Executive Committee Meeting – Mayor Cullimore
(Mayor Cullimore will report on the Wasatch Summit Executive Committee meeting)
 - d. Council of Governments – Mayor Cullimore & John Park
(Mayor Cullimore will discuss agenda items from the Council of Governments monthly meeting)
 - e. Sober Living Homes Subcommittee – Mayor Cullimore
(Mayor Cullimore will report on the items discussed at the recent State of Utah Substance Abuse Advisory Council Sober Living Homes Subcommittee meeting.)
- 9. **Calendar of Events (20:00)**
 - a. Councilmember Schedules for the next week
 - b. ULCT Annual Meetings – September 11-13, 2013
 - c. Monster Mash Event – October 25 CH Rec Center
 - d. General Election – November 5 (Ballots mailed October 4)
 - e. Thanksgiving 5K – November 28
 - f. City Offices Closed for Thanksgiving holiday – November 28 & 29
 - g. City Christmas Party – December 10 @ Willow Creek Country Club
- 10. **Closed Meeting to Discuss Litigation, Property Acquisition and the Character and Professional Competence or Physical or Mental Health of an Individual**
- 11. **ADJOURN**

CHPD Statistical Report



Ken Eatchel Officer Of The Year

POLICE

August 2013

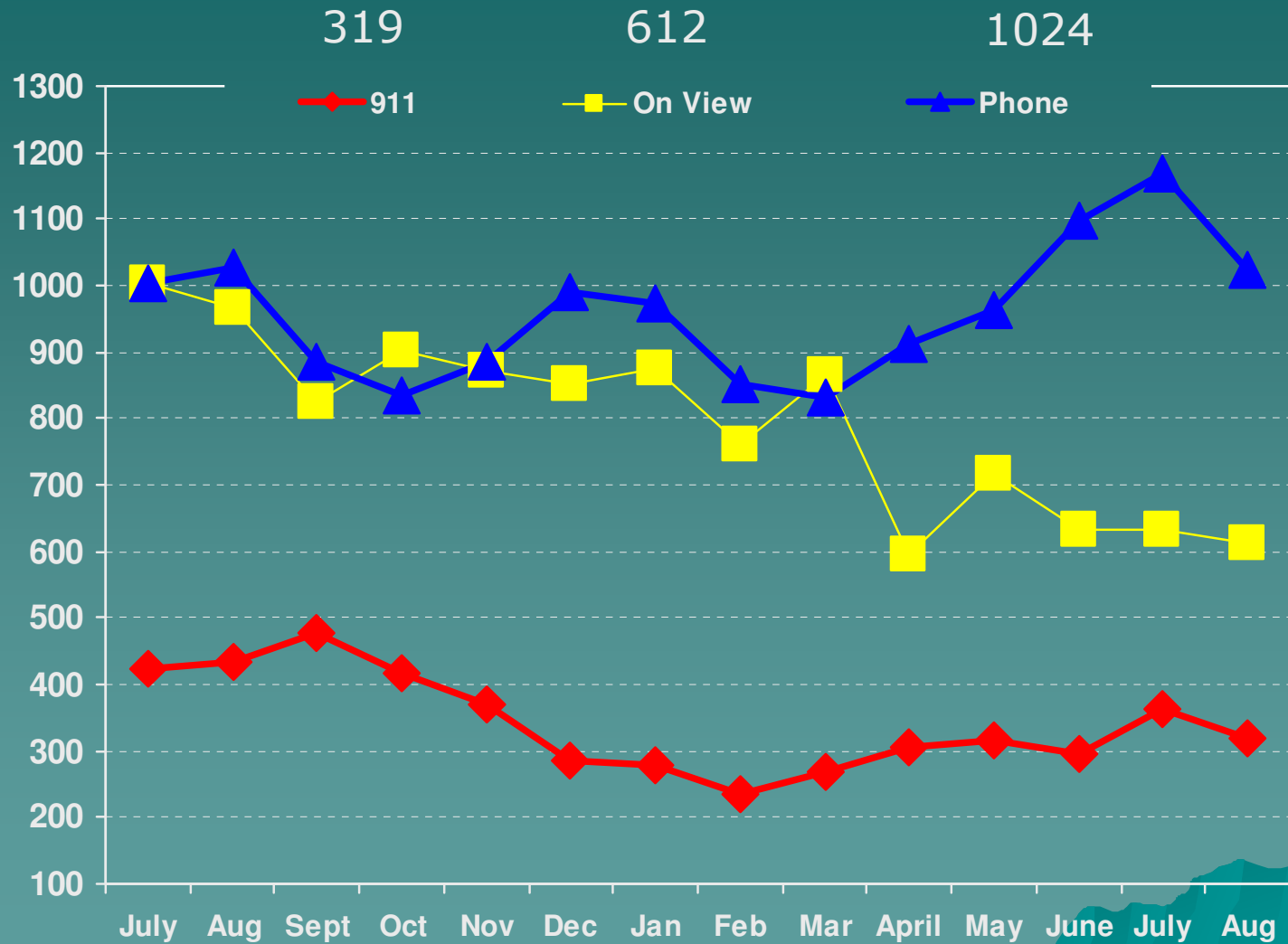


Sgt. Derek Johnson





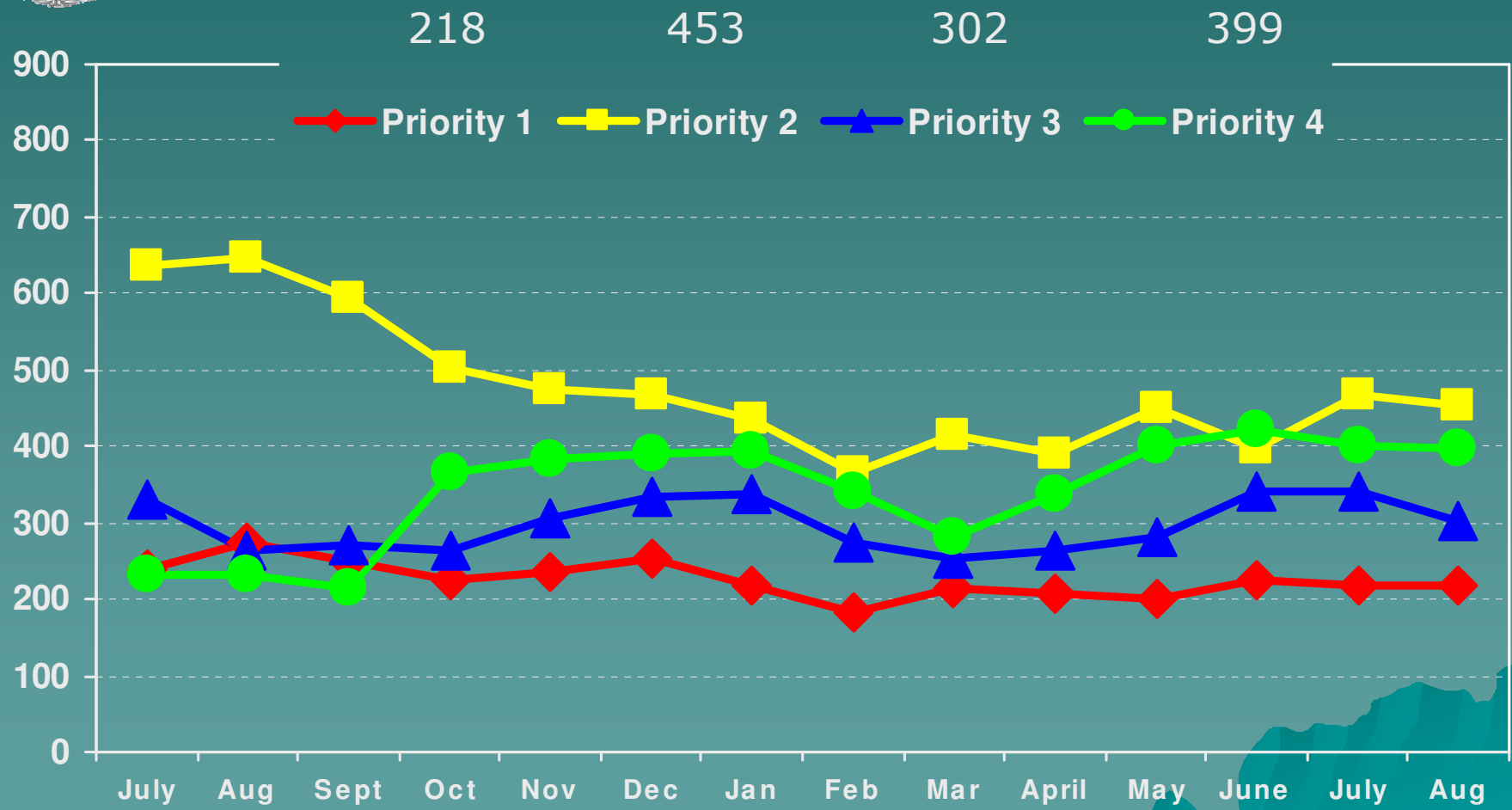
Calls for Service by Source



POLICE

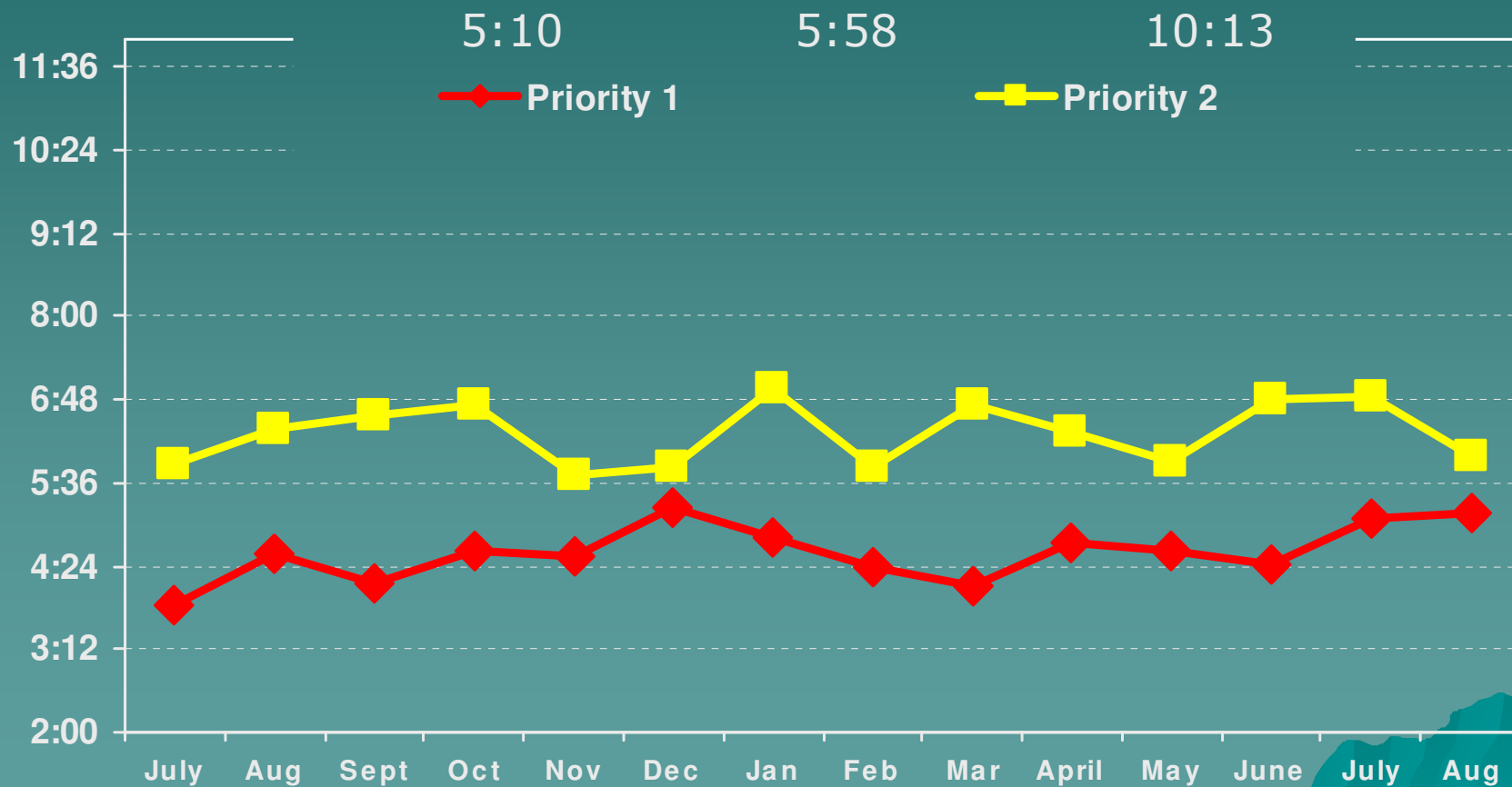


Calls for Service by Priority





Calls for Service Response Time



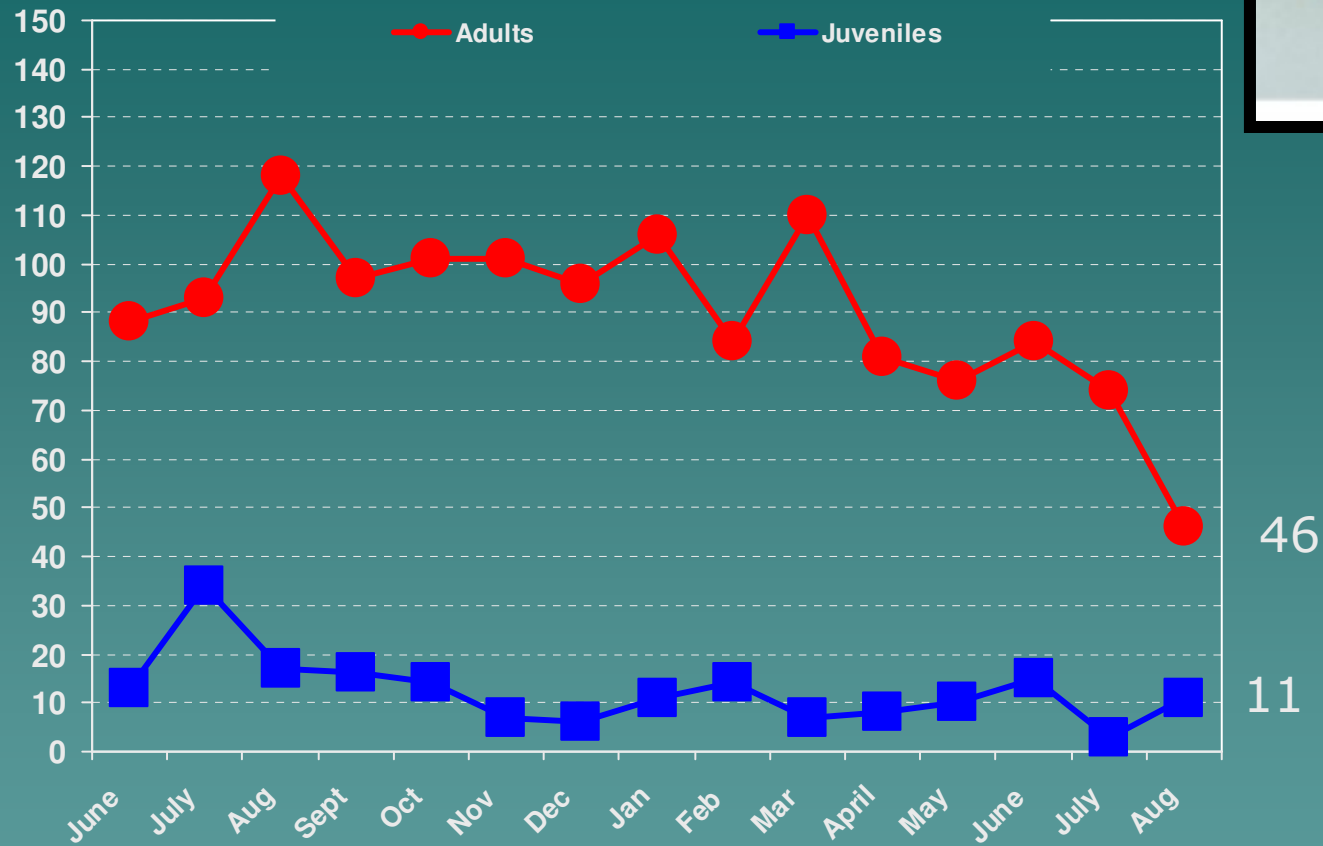


Overall UCR Crime View

	July 13	Aug 13
Homicide	0	0
Rape	1	1
Robbery	1	1
Assault	24	12
Burglary	17	17
Theft	59	69
Stolen Auto	7	10
Total	102	110



Arrests



	July 13	Aug 13
Adults	74	46
Juveniles	3	11
Total	77	57

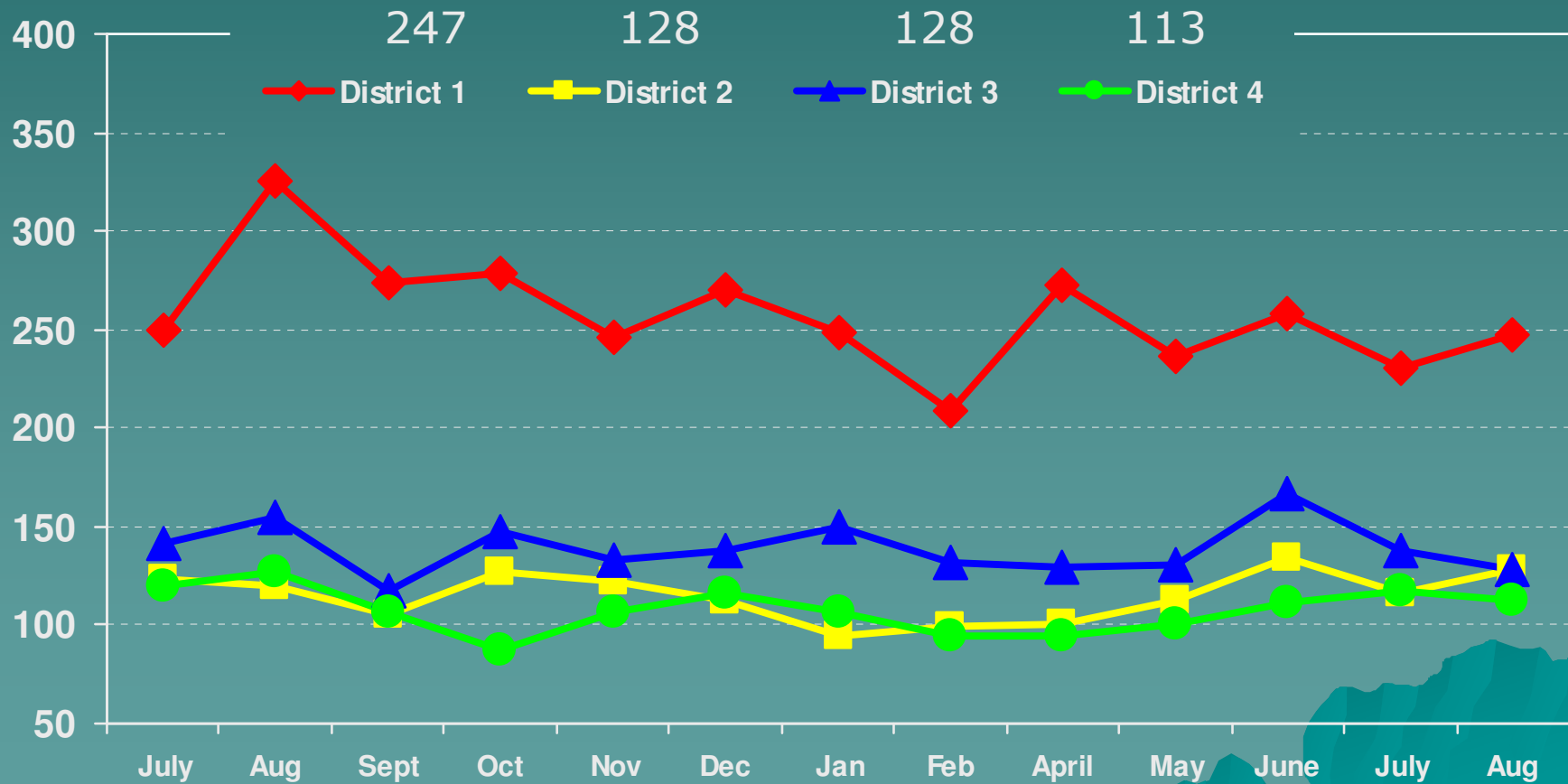


Arrests by Offense

Offense	Adult	Juvenile
Aggravated Assault	4	
Burglary	2	
Theft	13	
Auto Theft		1
Other Assault	11	
Forgery	2	
Possession of Stolen Property	1	
Vandalism	1	
Weapons Offense	1	
Sale / Manufacturing of Other Drugs	1	
Possession of Marijuana	3	
Possession of Other Drugs	8	
Family Offense	1	
DUI	6	
Liquor Laws	5	2
Drunkenness	3	
Disorderly Conduct	1	
All Other	11	
Total	74	3

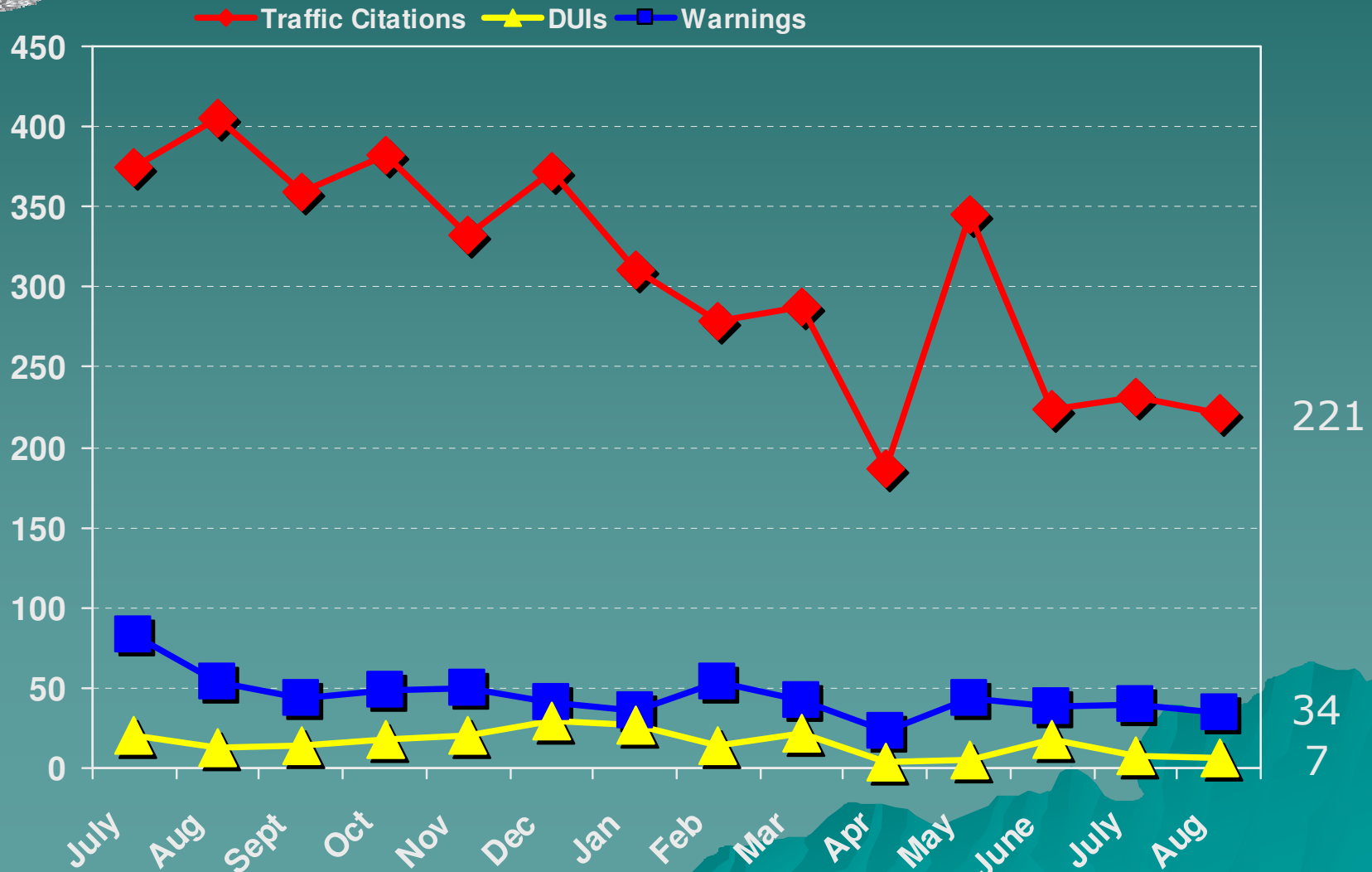


By Council District



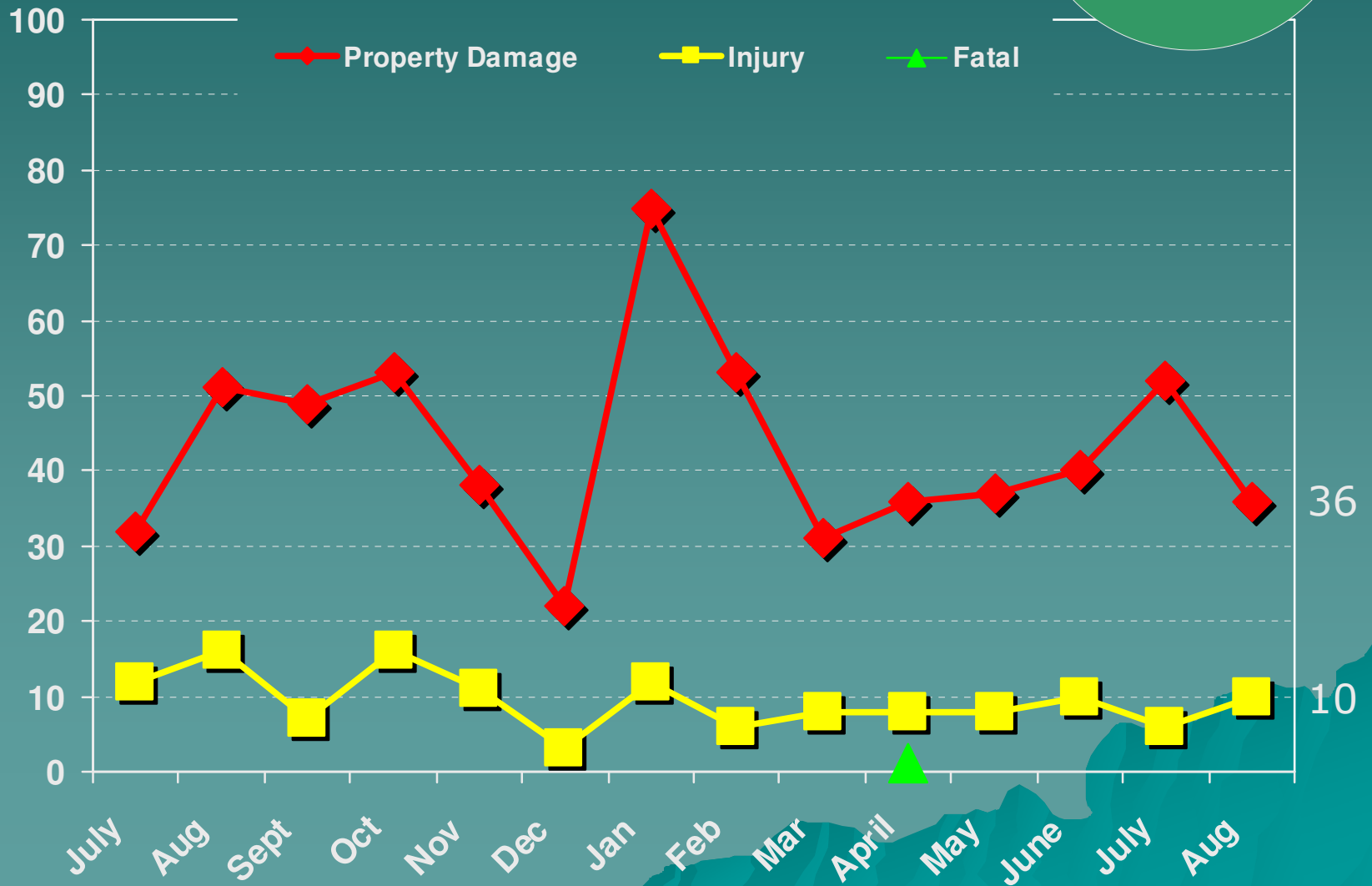
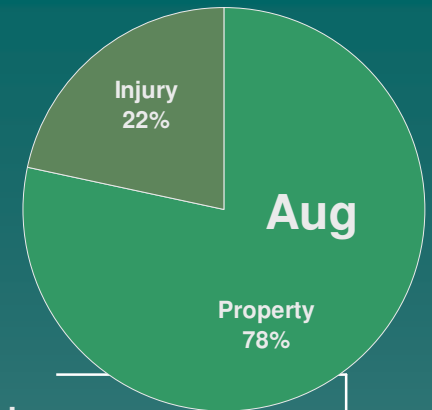


Traffic Citations & DUIs





Traffic Crashes









PUBLIC WORKS Status Report 8/13/2013

STREET AND SIDEWALK MAINTENANCE

M 10-01 Asphalt Maintenance (S.L. County)

Budget:

YTD Expenditures:

Object Code: 11-4415-360

Projected Completion Date: Ongoing

Update Summaries:

7/9 – Prep work for this year's asphalt is underway. We are also making repairs to roads damaged during last week's storms

8/13 – The chip seal has been placed on Top of the World Dr. and Prospector Dr. on Aug. 6th Fog seal will happen on the 15th

Capital Improvement Projects

CIP 10-01 ADA Ramp Project

Budget:

YTD Expenditures:

Object Code: 45-7002-731 Projected Completion Date: Ongoing

Update Summaries:

7/9 – Concrete work will resume within the next two months

8/13 – We are looking at possible areas now

CIP 10-03 Signal Upgrades

Budget:

YTD Expenditures: 0

Object Code: 45-7019-730 Projected Completion Date: Ongoing

Update Summaries:

7/9 – Nothing new to report

8/13 – We are looking at improvements to the timing at Highland Dr. and Bengal Blvd.

CIP 10-04 Cross Gutter Replacement Program

Budget: YTD Expenditures:
Object Code: 45-7012-731 Projected Completion Date: Ongoing
Update Summaries:
7/9 - Concrete work will resume within the next two months
8/13 – Identifying the replacements for this year now

CIP Union Park Median Landscape Project

Budget: 1,200,000.00 YTD Expenditures:
Object Code: 45 7053 731 Projected Completion Date: 2013
Update Summaries:
7/9 – Work started on this project yesterday. Only one caller with a concern so far
8/13 – Work continues, the bores for electrical will be done this week, concrete work continues. We have some issues with drainage but will have a new design by Wed.

CIP 7200 S. Safe Sidewalk Project

Budget: 40,000 YTD Expenditures: 38,725
Object Code: 45 7038 791 Projected Completion Date: 2013
Update Summaries:
7/9 – The design of the sump box for storm water will delay the completion of the project for a yet to be determined time. Salt Lake Water has held us up for a time to review the plans and approve the relocation of 4 water meters. But placement of the sidewalk is going well and residents seem happy to see it being done.
8/13 – Notices with contact information for the contractor and UDOT have been delivered. The water lines are being relocated now; concrete work and asphalt patching are being done as well

STORM DRAIN MAINTENANCE (SD)

SD 10-01 Storm Water Capital Facilities Plan Update

Budget: YTD Expenditures: 0
Object Code: 45-7024-330 Projected Completion Date: March 2011
Update Summaries:
7/9 - Gilson is working on the update now
8/13 – Gilson is updating the information we are providing with use of the camera

SD 10-02 Storm Drain Mapping and Condition

Budget: YTD Expenditures:
Object Code: 45-7009-733 Projected Completion Date: Ongoing
Update Summaries:

7/9 – Work continues on this project, lots of questions are being answered along with a whole new list being generated. We have identified 50 more buried manholes that need to be raised to grade.

8/13 – Work continues, we have located another 114 buried manholes that will need to be raised

CONTRACT SERVICES (CS)

CS10-01 Salt Lake County Public Works Contract

Budget: 789,000 YTD Expenditures:
Object Code: 11-4415-360 Projected Completion Date: Ongoing
Update Summaries

7/9 – We have road damage in three locations due to rain storms that we have the county making repairs to now. General maintenance work continues

8/13 – Pothole patching and general road maintenance continues. The repairs mentioned above have been made. The painting of crosswalks and road striping will start this week

CS10-02 Trip Hazard Mitigation Contract

Budget: YTD Expenditures:
Object Code: 45 799 7099 000 Projected Completion Date: 2012
Update Summaries:

7/9 – We are looking at areas to have this work done now, if you have suggestions please give me a call and we will look at them.

8/13 – We have the contracts back from the contractor now. It will be on the council agenda on Aug. 27th. Work will be then be scheduled. If you know of an area in need please let me know and we can add it to the list

CS10-03 Cottonwood Heights Recreation Center Contract

Budget: YTD Expenditures: 16,129
Object Code: 45-7027-717 Projected Completion Date: Ongoing
Update Summaries:

7/9 – Work continues

8/13 – Summertime maintenance is ongoing, the flower pots at the bus stops have been planted

CS10-04 Street Sweeping Contract

Budget: YTD Expenditures:
Object Code: 11-4415-427-415 Projected Completion Date: Ongoing
Update Summaries:
7/9 – The sweeper is working in the city now. We have extended the current contract for one more year.
8/13 – The sweeper has been out once this year and has completed sweeping the city streets

RESEARCH AND STUDIES (RS)

No new studies are being done at this time

RECREATION AND BEAUTIFICATION PROJECTS (RB)

RB10-01 Big Cottonwood Canyon Trail Project
Budget: 359,000 YTD Expenditures: 55,745
Object Code: 45 7015 735 Projected Completion Date: 2013
Update Summaries:
7/9 – A final inspection has been done and a punch list of items needed to be completed has been generated and given to the contractor. Flooding from the recent storms has damaged sections of the shoulder along with flooding to a property owned by Mr. Hartman. The contractor and his subs continue to work towards completion.
8/13 – Work on the punch list continues. Once completed the project will be put on hold until October when the contractor can finish the plantings.

PROGRAM IMPLEMENTATION (PI)

PI 10-01 Street Lighting Program
Budget: YTD Expenditures: 0
Object Code: 45-7020-734 Projected Completion Date: June 2011
Update Summaries:
7/9 – We have had one request from Steve Gunn on Curtis Dr. We have given him the information about the process and offered to deliver a copy of the policy to him. He indicated he will look at it on our web site and start talking to his neighbors.
8/13 – No new requests have been made. Mr. Gunn has not submitted the completed paperwork for Curtis Dr. yet

PI 10-02 50/50 Sidewalk Replacement Program

Budget: 50,000

YTD Expenditures:

Object Code: 45-7028-717-415 Projected Completion Date: June 2011

Update Summaries:

7/9 - Concrete work will resume within the next two months

8/13 – We have the list of paid locations ready for our contractor; he should start towards the end of Aug.

PI09-03 Traffic Calming Program

Budget:

YTD Expenditures:

Object Code: 45-7007-730 Projected Completion Date: June 2011

Update Summaries:

7/9 – One new application has been received. We are starting to work through the process now.

8/13 – We have 2 applications now and are getting speed counts for both areas. Once we have them Brad will review them and make recommendations.

COTTONWOOD HEIGHTS

RESOLUTION No. 2013-39

A RESOLUTION CONSENTING TO AN APPOINTMENT TO THE COTTONWOOD HEIGHTS HISTORIC COMMITTEE

WHEREAS, section 2.140.602 of the COTTONWOOD HEIGHTS CODE OF ORDINANCES (the “Code”) establishes the “Cottonwood Heights Historic Committee” (the “*Historic Committee*”) for the city of Cottonwood Heights (the “*City*”); and

WHEREAS, Code §2.140.602(A) provides that the Historic Committee shall consist of a minimum of five members and a maximum of eleven members who are City residents with a demonstrated interest, competence or knowledge in history or historic preservation, and who are appointed for staggered three-year terms; and

WHEREAS, Code §2.140.104 provides that members of the Historic Committee shall be appointed and removed by the city manager (the “*Manager*”) with advice and consent of the city council (the “*Council*”), and that the terms of office of the initial members shall be staggered as necessary so that the terms of office of approximately one-third of the members expire each year; and

WHEREAS, the Council met on 10 September 2013 to, among other things, (a) consider the appointment of **Carol Woodside** to the Historic Committee to replace former member Max Evans, who has resigned, and (b) ratify and consent to the current composition of membership of the Historic Committee; and

WHEREAS, the Manager has nominated **Carol Woodside** to so serve on the Historic Committee; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to give advice and consent to such appointment to the Historic Committee as proposed by the Manager;

NOW THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the Council hereby gives advice and consents to the appointment of **Carol Woodside** to the Historic Committee, and hereby ratifies and gives advice and consent to the status of the following individuals as all of the current members of the Historic Committee for the terms of office set forth opposite each name:

<u>Name</u>	<u>Term Expires</u>
John Glauser (Vice-Chairman)	1 January 2014
Patricia Menlove	1 January 2014
Dean F. Smart	1 January 2014
Don Antczak	1 January 2015
Jerry Christensen	1 January 2015

Gayle Conger 1 January 2015
Jerri Harwell 1 January 2015
Carol Woodside 1 January 2015

Beverly S. Lund 1 January 2016
Sylvia Orton 1 January 2016
M. Tom Shimizu (Chairman) 1 January 2016

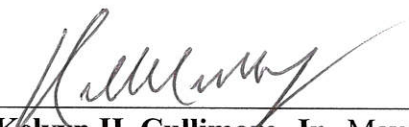
This Resolution, assigned no. 2013-39, shall take effect immediately upon passage.

PASSED AND APPROVED effective 10 September 2013.

COTTONWOOD HEIGHTS CITY COUNCIL




Kory Solorio, Recorder

By 
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 10th day of September 2013.

RECORDED this 16 day of September 2013.

604466.1

COTTONWOOD HEIGHTS

RESOLUTION No. 2013-40

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH MIDVALE CITY FOR STREET IMPROVEMENTS (1300 EAST / UNION PARK AVENUE)

WHEREAS, UTAH CODE ANN. § 11-13-101, *et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, the city of Cottonwood Heights (the “*City*”) has engaged a contractor to perform certain improvements and repairs (collectively, the “*Work*”) to 1300 East and Union Park Avenue from I-215 to Creek Road (the “*Section*”); and

WHEREAS, the legal boundary between the City and Midvale City (“*Midvale*”) extends along much of the centerline of the Section, and each of such municipalities is responsible for repairs and maintenance to its portion of the Section; and

WHEREAS, the City and Midvale have determined that it will be in their best interests for the Work be performed on the entire Section at once, and desire for the Work to proceed, with such parties sharing the cost of the Work in proportion to their relative ownership of the Section; and

WHEREAS, pursuant to the authority granted in the Interlocal Cooperation Act, the City and Midvale desire to enter into an “interlocal agreement” (the “*Agreement*”) whereunder the Work will be performed on a cost-sharing basis as provided therein.

WHEREAS, the city council (the “*Council*”) of the City met in regular session on 10 September 2013 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Agreement as proposed in order to make efficient use of the City’s resources;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Midvale is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

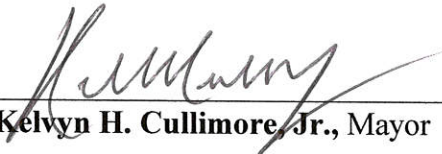
This Resolution, assigned no. 2013-40, shall take effect immediately upon passage.

PASSED AND APPROVED this 10th day of September 2013.

COTTONWOOD HEIGHTS CITY COUNCIL



Kory Solorio, Recorder

By 
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 10th day of September 2013.

RECORDED this 16 day of September 2013.

604470.1

Interlocal Agreement for Street Improvements

(1300 East / Union Park Avenue Traffic Improvement Project – June 2013)

THIS INTERLOCAL AGREEMENT FOR STREET IMPROVEMENTS (this “*Agreement*”) is made effective __ June 2013 by and between the city of **COTTONWOOD HEIGHTS**, a municipal corporation of the state of Utah (“*Cottonwood Heights*”), and **MIDVALE CITY**, a municipal corporation of the state of Utah (“*Midvale*”) (Cottonwood Heights and Midvale are collectively referred to herein as the “*Parties*”).

RECITALS:

A. Cottonwood Heights has contracted with Staker and Parson Companies (“*Contractor*”) to perform certain improvements to 1300 East and Union Park Avenue from I-215 to Creek Road (the “*Section*”) as described below (collectively, the “*Work*”). The contract cost for the Work is approximately \$1,231,605.

B. The legal boundary between Cottonwood Heights and Midvale extends along the centerline of much of the Section, and each of the Parties is responsible for repairs and maintenance to its proportionate share of the Section.

C. The Parties have determined that it will be in their best interests that the Work be performed on the entire Section at once, and desire for the Work to proceed, with the Parties sharing the cost of the Work as provided in this Agreement.

D. Pursuant to the authority granted in the Interlocal Cooperation Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Interlocal Cooperation Act*”), the Parties desire to enter into an “interlocal agreement” whereunder the Work will be performed on a cost-sharing basis as provided herein.

E. Cottonwood Heights and Midvale are “public agencies” for purposes of the Interlocal Cooperation Act, and, consequently, are authorized to enter into this Agreement.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. **Description of Work.** The Work is particularly described in the contract (the “*Contract*”) between Cottonwood Heights and Contractor, but generally includes mobilization and traffic control; erosion control; construction of median islands with concrete curbs; furnishing and installing PVC pipe sleeves for sprinkler systems by directional boring; furnishing, placing and compacting 2-inch thick asphalt surface course for overlay; furnishing and applying paint for traffic striping and arrows; furnishing and installing thermoplastic logos; furnishing and installing PVC electrical conduits by trenching or directional boring, junction boxes and electrical conductors for

underground power lines for street lights; furnishing and installing street lights, including constructing concrete footings; connecting street lighting electrical systems to existing Rocky Mountain power transformers, including meter pedestals; restoring landscaped areas along conduit trenches; constructing automatic sprinkler systems; furnishing and placing landscaping for island medians; and all appurtenant work; removing and disposing of existing storm drain boxes and concrete waterways; saw-cutting and removing existing asphalt pavement; furnishing and installing 15" reinforced concrete storm drain pipe; constructing new storm drain inlet boxes; connecting new pipe into existing storm drain box; constructing new concrete waterways and ADA access ramps; restoring asphalt pavement; removing and disposing of existing trees; and furnishing and planting new junipers.

2. **Cottonwood Heights' Duties.** Cottonwood Heights promptly shall authorize Contractor to proceed with the Work so that it is completed before 30 September 2013. Cottonwood Heights shall timely and properly perform all actions required of it pursuant to its Contract with Contractor. Cottonwood Heights shall undertake such inspections, and provide such direction to Contractor and its subcontractors, as shall be necessary and appropriate to assure that the Work is timely and properly performed to Cottonwood Heights' reasonable satisfaction.

3. **Midvale's Duties.** Within 30 days after substantial completion of the Work and receiving notice from Cottonwood Heights, Midvale shall reimburse Cottonwood Heights for five hundred thousand dollars (\$500,000) of the amount due to Contractor under the Contract. In addition, Midvale shall pay for its proportionate share (approximately 40.6%) of minor incidentals, including re-striping (by Salt Lake County) of the Section and possible induction signal repair for any minor damage to the signal loops reasonably resulting from the Work.

4. **Performance Standards.** The Work shall be performed in a good, workmanlike manner in full compliance with the Contract and all applicable laws and standards of performance. Subject to the foregoing, the exact nature of how the Work is performed shall be subject to Cottonwood Heights' oversight, inspection and direction.

5. **Conflict Resolution.** In the event of a dispute between the Parties regarding the Work or this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of Cottonwood Heights will meet as soon as practical with a representative of Midvale to discuss and attempt to resolve the dispute. If the Parties do not agree, then the dispute shall be resolved pursuant to section 13 below.

6. **Equipment and Facilities.** In overseeing performance of the Work, Cottonwood Heights shall furnish and supply at its cost all necessary administration, labor, supervision, travel, fuel, tools, equipment, supplies and other items necessary and incident to full and proper supervision of the Work.

7. **Reports.** Cottonwood Heights shall keep Midvale reasonably informed of the status of the Work.

8. **Employment Status.** Contractor has no contractual relationship with Midvale, and

shall not be deemed and employee or agent of Midvale in any respect. Midvale shall not have any obligation or liability for the payment of any salaries, wages or other compensation or benefits to Contractor, and Cottonwood Heights shall have the exclusive right and responsibility to supervise Contractor's performance of the Work.

9. **Indemnity.** Midvale and Cottonwood Heights are governmental entities under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. § 63G-7-101, *et seq.*) (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each of the Parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability currently provided by the Immunity Act. Cottonwood Heights shall defend, indemnify, save and hold harmless Midvale, including its elected and appointed officers, and employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from Cottonwood Heights' performance, or failure to perform, its duties under this Agreement. Similarly, Midvale shall defend, indemnify, save and hold harmless Cottonwood Heights, including its elected and appointed officers, and employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from Midvale's performance, or failure to perform, its duties under this Agreement.

10. **Term.** This Agreement shall be effective immediately upon its full execution and delivery, and, unless renewed or sooner terminated as provided for herein, shall terminate at midnight on 30 June 2014.

11. **Additional Interlocal Act Issues.**

(a) **No Separate Entity.** This Agreement does not create a separate legal/interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of Midvale's mayor or designee and Cottonwood Heights's manager or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

12. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Midvale: MIDVALE CITY
Attn. Public Works Director
655 West Center Street
Midvale, UT 84047

With a copy to: H. Craig Hall
MIDVALE CITY
655 West Center Street
Midvale, UT 84047

Cottonwood Heights: COTTONWOOD HEIGHTS
Attn. John Park, City Manager
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

With a copy to: Wm. Shane Topham
CALLISTER NEBEKER & MCCULLOUGH
10 East South Temple, 9th Floor
Salt Lake City, UT 84133

13. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

14. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

15. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

16. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

17. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

18. **Time.** Time is the essence of this Agreement.

19. **Survival.** All agreements, covenants, representations and warranties contained herein

shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

20. **Waiver**. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

21. **Rights and Remedies**. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

22. **Severability**. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

23. **Litigation Expenses**. If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

24. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

25. **Approval by Attorneys**. This Agreement shall be submitted to the authorized attorneys for each of the Parties for approval in accordance with UTAH CODE ANN. § 11-13-202.5.

IN WITNESS WHEREOF, Cottonwood Heights, by resolution duly adopted by its council, has caused this Agreement to be signed by its mayor and attested by its recorder, and Midvale, by resolution duly adopted by its council, has caused this Agreement to be signed by its mayor and attested by its recorder.

[Signature page follows]

COTTONWOOD HEIGHTS

ATTEST:

By: _____
Linda W. Dunlavy, City Recorder
Date signed: _____

By: _____
Kelvyn H. Cullimore, Jr., Mayor
Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____
Wm. Shane Topham,
Cottonwood Heights City Attorney
Date Signed: _____

MIDVALE CITY

ATTEST:

By: _____
_____, City Recorder
Date signed: _____

By: _____
JoAnne B. Seghini, Mayor
Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____
H. Craig Hall, Midvale City Attorney
Date Signed: _____